

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
JANUARY 23, 2014

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz
James Benham

City Staff:

Kelly Templin, City Manager
Carla Robinson, City Attorney
Chuck Gilman, Deputy City Manager
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Berry at 7:08 p.m. on Thursday, January 23, 2014 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

1. Pledge of Allegiance, Invocation, consider absence request.

Boy Scout Troop 967 led the assembly in the Pledge of Allegiance.

Citizen Comments

Royce Hickman, 809 Royal Adelaide, thanked the Council for their support of the Economic Outlook Conference.

CONSENT AGENDA

2a. Presentation, possible action, and discussion of minutes for:

- **January 9, 2014 Workshop**

- January 9, 2014 Regular Council Meeting

2b. Presentation, possible action, and discussion of an amendment to the Purchase & Sale Agreement between the City of College Station and the Research Valley Partnership.

2c. Presentation, possible action and discussion regarding the sale of the conference center located at 1300 George Bush Drive.

2d. Presentation, possible action, and discussion regarding the purchase of equipment for electronic capture of citation data (eCitations) from Brazos Technology for the total amount of \$106,120.

2e. Presentation, possible action and discussion regarding the renewal of the annual pricing agreement for the rental of heavy machinery with Mustang Rental Services of Bryan, TX in the amount of \$75,000 annually.

2f. Presentation, possible action and discussion on approving the Hotel Tax Fund funding agreement between the City of College Station and the Bryan/College Station Chamber of Commerce for FY14 totaling \$25,000, and approving the budget for the Bryan/College Station Chamber of Commerce related to the Hotel Tax funding.

2g. Presentation, possible action, and discussion on Resolution 01-23-14-2g, approving a Texas Department of Transportation (TxDOT) Advance Funding Agreement (AFA) for CapRock Crossing and on a TxDOT AFA for CapRock Crossing.

2h. Presentation, possible action, and discussion regarding the purchase of equipment, software and services from Unique Digital for the Electronic Storage Upgrade Project, CO 1401, in the amount not to exceed \$234,690.

No items were pulled for a separate vote.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda. The motion carried unanimously.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2014-3549, am ending the Comprehensive Plan – Future Land Use & Character Map from Suburban Commercial, Urban, and Natural Areas Reserved to Urban and Natural Areas Reserved for the property located at 2021 Harvey Mitchell Parkway South, generally located at the intersection of Rio Grande Boulevard and Harvey Mitchell Parkway South.

Morgan Hester, Planning and Development Services, explained the proposed amendment to the Comprehensive Plan. The definitions for “Suburban Commercial”, “Urban”, and “Natural Areas Preserved” were provided. Comprehensive Plan goals were discussed and several options for action were presented:

- Accept the applicant's proposal of amending the Comprehensive Plan to Urban and Natural Areas Reserved designations;
- Denial of request – The property will remain Suburban Commercial, Urban, and Natural Areas Reserved as currently designated on the Comprehensive Plan; or
- Propose an alternative land use and character designation for this property.

The Planning and Zoning Commission voted 2-2 on a motion to recommend approval of the Comprehensive Plan Amendment request with the condition that the Natural Areas Reserved area does not change.

At approximately 7:18 p.m., Mayor Pro Tem Mooney opened the Public Hearing.

Ivan Blasor, 2007 Langford, spoke on the environmental impact on the natural areas. It is heavily wooded and provides a good buffer for the traffic.

Veronica Morgan, 511 University Drive East, Suite 204, spoke on behalf of the applicant. The reason for the change in the back of the property is that since it was originally designated, there have been modifications to the channel and a new flood plain study.

Ahmed Kamal Rahman, 2905 Oakbrook Court, stated the property was purchased seven years ago with the intention to develop as R4. They met with strong opposition from the residents. Now, years later, they have decided to build R3 as already zoned. It appears the concern is that everyone wants a green patch behind their house, but they do not want to buy it. An acre of land along 2818 is \$200,000. He said he will definitely keep those buffers. They are building townhomes for \$200,00 each, and they want a buffer.

There being no further comments, the Public Hearing was closed at 7:38 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Benham, the City Council voted five (5) for and one (1) opposed, with Councilmember Brick voting against, and Councilmember Nichols recusing himself, to adopt Ordinance 2014-3549, amending the Comprehensive Plan – Future Land Use & Character Map from Suburban Commercial, Urban, and Natural Areas Reserved to Urban and Natural Areas Reserved for the property located at 2021 Harvey Mitchell Parkway South, generally located at the intersection of Rio Grande Boulevard and Harvey Mitchell Parkway South. The motion carried.

2. Public Hearing, presentation, possible action, and discussion on Resolution 01-23-14-02, establishing the City Council's determination that the use of parkland is allowable and that no other feasible or prudent alternative for Right-of-Way for the extension of WS Phillips Parkway within Phillips Park exists, and that all reasonable planning measures have been taken to minimize the harm to such parkland.

Alan Gibbs, City Engineer, provided a brief update on the Phillips Park encroachment, and reported that Staff has determined that the proposed alignment through the parkland is the most appropriate location for the planned extension of WS Phillips Parkway.

The Parks Board and Staff recommend approval.

At approximately 7:49 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:49 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Resolution 01-23-14-02, establishing the City Council's determination that the use of parkland is allowable and that no other feasible or prudent alternative for Right-of-Way for the extension of WS Phillips Parkway within Phillips Park exists, and that all reasonable planning measures have been taken to minimize the harm to such parkland. The motion carried unanimously.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2014-3550, amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by rezoning approximately 294 acres of R-1B Single-Family Residential and R Rural to RS Restricted Suburban in the area of the Great Oaks Subdivision, generally bounded by the existing Great Oaks Subdivision to the west, Rock Prairie Road West to the south, Quail Run Subdivision to the north, and Holleman Drive South to the east.

Morgan Hester, Planning and Development Services, presented several renderings of the proposed area to be rezoned as Restricted Suburban. This is the first request for this zoning since it was created. Options for the Council to consider include:

- Option 1 – Non-clustered Development
 - Average minimum lot size – 10,000 square feet
 - Absolute minimum lot size – 6,500 square feet
- Option 2 – Clustered Development
 - Average minimum lot size – 8,000 square feet
 - Absolute minimum lot size – 6,500 square feet
 - Open Space
 - 10% of gross area of development

The Planning and Zoning Commission recommended approval of the request with a 4-0 vote.

At approximately 7:53 p.m., Mayor Berry opened the Public Hearing.

Veronica Morgan, 511 University Drive East, Suite 204, spoke on behalf of the applicant. They are in compliance with the land use plan as written.

There being no further comments, the Public Hearing was closed at 8:02 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2014-3550 amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by rezoning approximately 294 acres of R-1B Single-Family Residential and R Rural to RS Restricted Suburban in the area of the Great Oaks Subdivision, generally bounded by the existing Great Oaks Subdivision to the west, Rock Prairie Road West to the south, Quail Run Subdivision to the north, and Holleman Drive South to the east. The motion carried unanimously.

4. Presentation, possible action and discussion regarding appointments to the following boards and commissions:

- **B/CS Library Committee**
- **Bicycle, Pedestrian, and Greenways Advisory Board**
- **Construction Board of Adjustments**
- **Convention and Visitors Bureau**
- **Design Review Board**
- **Historic Preservation Committee**
- **Joint Relief Funding Review Committee**
- **Landmark Commission**
- **Parks and Recreation Board**
- **Planning and Zoning Commission**
- **Zoning Board of Adjustments**

Mayor Berry stated that consideration of the Historic Preservation Committee and Landmark would be considered at a later date.

The Council made the following appointments:

- B/CS Library Committee: Gary Ives; Larry Ringer
- Bicycle, Pedestrian, and Greenways Advisory Board: Robert Lightfoot (A); Cindy Arnold (B); Scott Shafer (C); James Batenhorst (E)
- Construction Board of Adjustments: Gerald Brown; Johnny Burns; Carol Fountain; Janet Kountakis (alternate); Christopher Novosad (alternate)
- Convention and Visitors Bureau: Peggy Calliham; Scott Shafer
- Design Review Board: Steven Schloss (A); William Mather (B); Elizabeth Natsios (E); Marsha Sanford (F); Mary Edwards (alternate)
- Joint Relief Funding Review Committee: Natalie Pine
- Parks and Recreation Board: Marc Chaloupka, Gary Erwin, Douglas Kingman (to fill Ohendalski's unexpired term), Shawn Reynolds, David Sahm, and Kirsten Walker. Debe Shafer was appointed Chair.
- Planning and Zoning Commission: Brad Corrier (to fill Vergal Gay's unexpired term), Jane Kee, Casey Oldham, Jerome Rektorik, and Jim Ross. Bo Miles was appointed Chair.
- Zoning Board of Adjustments: Johnny Burns, Rick Floyd, and David Ohendalski as Regular members; Patrick Fogarty, Carol Fountain, and John O'Neill as alternates. Hunter Goodwin will remain as Chair.

City Secretary Sherry Mashburn announced that a reception honoring outgoing committee members is scheduled for January 30 in the Council Chambers at 6:00 p.m. Immediately afterward, a mandatory orientation and Open Meetings training for new appointees will be held.


MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to ratify the appointments. The motion carried unanimously.

5. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:41p.m. on Thursday, January 23, 2014.


Nancy Berry, Mayor

ATTEST:


Sherry Mashburn, City Secretary

AFFIDAVIT OF CONFLICT OF INTEREST

STATE OF TEXAS
COUNTY OF BRAZOS

I, John P. Nichols as a member of the City of College Station make this affidavit and hereby, on oath, state the following: I, and/or a person or persons related to me, have a substantial interest in a business entity that would be peculiarly affected by a vote or decision of the City College Station as those terms are defined in Chapter 171, Texas Local Government Code.

The business entity is: Personal Real Property at 1317 Angeline Ct.
+ Property owned by AA HOA (ex President of HOA)
John P. Nichols (have/has) a substantial interest in this business entity for the following reasons: (Check all that are applicable.)

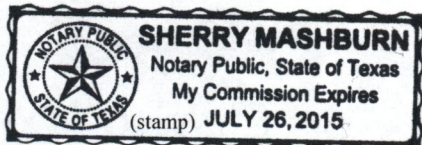
- ☐ I own 10% or more of the voting stock or shares of the business entity;
- ☐ I own either 10% or more or \$5,000 or more of the fair market value of the business entity;
- ☐ Funds received by me from the business entity exceed 10% of my gross income for the previous year;
- ☒ Real property is involved and (I/we) have an equitable or legal ownership with a fair market value of \$2,500 or more;
- ☐ A relative of mine has a substantial interest in the business entity or property that would be affected by a decision of the public body of which I am a member.

Upon the filing of this affidavit with the City Secretary, I affirm that I will abstain from voting on any decision involving this business entity and from any further participation on this matter whatsoever.

Signed this 21 day of January, 2014.

John P. Nichols
Signature of Official
Council member, Place 4
Title

BEFORE ME, the undersigned authority, on this day personally appeared JOHN P. NICHOLS, who after being by me duly sworn and on his oath deposed and says that he/she has ready the above and foregoing and that every statement contained therein is with his/her personal knowledge and is true and correct.



Sherry Mashburn
Notary Public, State of Texas

College Station City Council Workshop Agenda

Sign In Sheet

Thursday, January 23, 2014 at 4:30 p.m.

City Hall Council Chamber

Council Members

Blanche Brick
Steve Aldrich
John Nichols
Julie Schultz
James M. Benham

Mayor

Nancy Berry

Mayor Pro Tem

Karl Mooney

Manager

Kelly Templin

	Name	Address	Email or Phone No.
1.	LINDA HARVELL	504 Guernsey, CS	fort1@aol.com
2.	Elise Bockoven	2328 Autumn Arbor Woods	—
3.	Royce Hicorand	B/CS counselor of Comm. C.	—
4.	Rich White	"	—
5.	MARE CHAMBERLAIN	7805 STOWENALL C.S.	M-CHAMBERLAIN@TAMU.EDU
6.	GERALD BROWN	1719 STARLING DR	—
7.	Caroline Joseph	2517 Fitzgerald Cir	—
8.	Kyla Emerson	—	—
9.	Tiffani Slaten	—	—
10.	Bryanna Miles	1103 Leona Dr.	Bryanmiles@yahoo.com
11.	Bobbie Smith	2403 Bosque Dr.	bobbie1smith5@gmail.com
12.	Jacob Altendorf	2105 Rolling Rock Pl.	jvaaltendorf@gmail.com
13.	Ben Bigelow	604 Aster Dr	bigelowben@hotmail.com
14.	Kaleb Walke	2461 Newark Circle	balek47@gmail.com
15.	Daniel Castaneda	—	—

Note this not a Hear Visitors form To speak on a particular item please file out the Citizen Speakers Form next to sign in sheet.

College Station City Council Workshop Agenda

Sign In Sheet

Thursday, January 23, 2014 at 4:30 p.m.

City Hall Council Chamber

Council Members

Blanche Brick

Steve Aldrich

John Nichols

Julie Schultz

James M. Benham

Mayor

Nancy Berry

Mayor Pro Tem

Karl Mooney

Manager

Kelly Templin

	Name	Address	Email or Phone No.
1.	Evan & Tara Blasor	2007 Langford St, CS	
2.	Abby Johnson	1331 South Oaks Drive	
3.	Lisa Maciques	307 Stone Cove Ct	
4.	Kenley Pang	1811 Springbrook Estate Dr.	
5.	COLIN GARY		
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

*****Note this not a Hear Visitors form*** To speak on a particular item please file out the Citizen Speakers Form next to sign in sheet.**



CITY OF COLLEGE STATION
Home of Texas A&M University

PUBLIC HEARING SIGN-UP FORM

Regular Meeting Date: _____

1/23/14
MM/DD/YY

**** Please PRINT all information ****

Name: Royce Hickman Phone: (979) 260-5200

Address: 809 Royal Adelaide CS, TX 77845

Email: Royce@BCSCHAMBER.org Comments: ☐ WRITTEN ☒ ORAL

Comments will be presented for PUBLIC HEARING AGENDA ITEM # Hear Visitors

FOR WRITTEN COMMENTS, PLEASE WRITE BELOW:

☐ COMMENTS CONTINUED ON ATTACHED DOCUMENT OF _____ PAGE(S)

FOR ORAL COMMENTS:

1. YOU MUST SIGN UP PRIOR TO THE SCHEDULED MEETING
(At the City Secretary's Office during regular business hours, or from 5:00 p.m. to 6:45 p.m. the day of the meeting.);
2. YOU WILL HAVE ONE OPPORTUNITY TO SPEAK; AND
3. YOU MUST OBSERVE THE 3-MINUTE TIME LIMIT. (Time cannot be transferred to another speaker.)

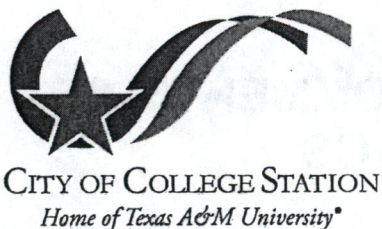
Inquiries from speakers about matters not listed on the agenda will either be directed to the Staff or placed on a future agenda for Council consideration. **See reverse side for additional rules.**

MAIL, FAX OR EMAIL COMPLETED FORM TO:

City of College Station
City Secretary's Office – City Hall
1101 Texas Avenue, College Station, Texas 77840
Fax: 979-764-6377
Email: smashburn@cstx.gov

OFFICE USE ONLY:
(# in which received)

1



PUBLIC HEARING SIGN-UP FORM

Regular Meeting Date: _____

01/23/14
MM / DD / YY

**** Please PRINT all information ****

Name: Evan Blasor Phone: _____

Address: 2007 Langford St College Station, TX 77840

Email: evanblasor@gmail.com Comments: ☐ WRITTEN ☒ ORAL

Comments will be presented for PUBLIC HEARING AGENDA ITEM # #1

FOR WRITTEN COMMENTS, PLEASE WRITE BELOW:

☐ COMMENTS CONTINUED ON ATTACHED DOCUMENT OF _____ PAGE(S)

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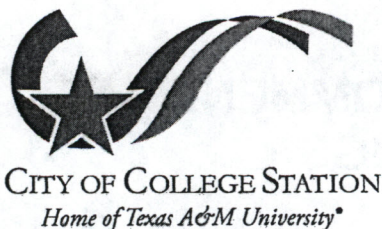
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OFFICE USE ONLY:
(# in which received)

1



PUBLIC HEARING SIGN-UP FORM

Regular Meeting Date: _____

1/23/14

MM / DD / YY

**** Please PRINT all information ****

Name: Veronica Morgan

Phone: _____

Address: 511 Univ Dr E Ste 204

Email: _____

Comments: ☐ WRITTEN ☒ ORAL

Comments will be presented for PUBLIC HEARING AGENDA ITEM # 13

FOR WRITTEN COMMENTS, PLEASE WRITE BELOW:

☐ COMMENTS CONTINUED ON ATTACHED DOCUMENT OF _____ PAGE(S)

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Email: smashburn@cstx.gov

OFFICE USE ONLY:
(# in which received)

2



CITY OF COLLEGE STATION
Home of Texas A&M University

PUBLIC HEARING SIGN-UP FORM

Regular Meeting Date: _____
MM / DD / YY

**** Please PRINT all information ****

Name: Ahmad Kemal Rahman Phone: 979-412-1875

Address: 2905 Oakbrook Ct.

Email: Ahmad@Suddhakinkmail.com Comments: ☐ WRITTEN ☒ ORAL

Comments will be presented for PUBLIC HEARING AGENDA ITEM # _____

FOR WRITTEN COMMENTS, PLEASE WRITE BELOW:

☐ COMMENTS CONTINUED ON ATTACHED DOCUMENT OF _____ PAGE(S)

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City of College Station
City Secretary's Office – City Hall
1101 Texas Avenue, College Station, Texas 77840
Fax: 979-764-6377
Email: smashburn@cstx.gov

OFFICE USE ONLY:
(# in which received)

Consent
No. #2b

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is entered into to be effective January 23, 2014, by and between THE RESEARCH VALLEY PARTNERSHIP, INC., a Texas non-profit corporation ("Seller"), and PM REALTY GROUP, L.P., a Delaware limited partnership ("Buyer").

Recitals

A. Seller and Buyer are parties to a Purchase and Sale Agreement dated December 18, 2013 (the "Agreement"), relating to approximately 7.90 acres of land and improvements located at 701 University Drive, East College Station, Brazos County, Texas, known as the Chimney Hill Retail Center. Any capitalized term used but not defined in this Amendment shall have the same meaning given to such term in the Agreement.

B. Seller and Buyer desire to amend the Agreement as more particularly set forth below.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties agree as follows:

1. **Closing Date.** Any extensions to the closing date under the Purchase and Sale between the City of College Station, Texas, as seller, and Seller, as buyer, relating to the Property, shall automatically extend the closing date under this Agreement.

2. **Title Company.** The Title Company under the Agreement shall be University Title Company (1021 University Drive East, College Station, Texas 77840, tel 979-260-9818, fax 979-691-8268, Attn Dawn Bowers). Any references to Brazos County Abstract Company in the Agreement are replaced with references to University Title Company. The parties shall direct Brazos County Abstract Company to transfer any earnest money deposits being held pursuant to the Agreement to University Title Company.

3. **Miscellaneous.** Except as modified by this Amendment, the Agreement remains in full force and effect. This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which, taken together, shall be one instrument. To facilitate execution of this Amendment, the parties may execute and exchange counterparts of the signature pages by facsimile transmission or by electronic mail in "portable document format" or similar form.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Purchase and Sale Agreement to be effective as of the date first set forth above.

SELLER:

THE RESEARCH VALLEY
PARTNERSHIP, INC.

BY: _____
Chairman

BUYER:

PM REALTY GROUP, L.P.,
By: Provident Investor GP, LLC,
its general partner

BY: *[Signature]*
Title: EVP/CFO

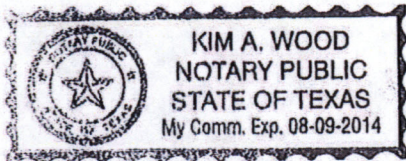
THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the ____ day of _____, 2014,
by _____ Chairman of the Board of Directors, of The Research Valley
Partnership, Inc., a Texas non-profit corporation, on behalf of said corporation.

NOTARY PUBLIC in and for
the STATE OF TEXAS

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23 day of January, 2014,
by Roger Gregory, EVP/CFO of Provident Investor GP, LLC, a Texas
limited liability company, General Partner of PM Realty Group, L.P., a Delaware limited
partnership, on behalf of the same.



Kim A. Wood
NOTARY PUBLIC in and for
the STATE OF TEXAS

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "*Amendment*") is entered into to be effective January 23, 2014, by and between **THE RESEARCH VALLEY PARTNERSHIP, INC.**, a Texas non-profit corporation ("*Seller*"), and **PM REALTY GROUP, L.P.**, a Delaware limited partnership ("*Buyer*").

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[Signature Page Follows]

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SELLER:

THE RESEARCH VALLEY
PARTNERSHIP, INC.

BY: _____
Chairman

BUYER:

PM REALTY GROUP, L.P.,
By: Provident Investor GP, LLC,
its general partner

BY: *Rayn Sugar* *OK*
Title: EVP/CEO

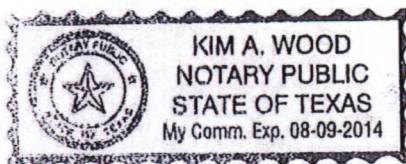
THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the ____ day of _____, 2014,
by _____ Chairman of the Board of Directors, of The Research Valley
Partnership, Inc., a Texas non-profit corporation, on behalf of said corporation.

NOTARY PUBLIC in and for
the STATE OF TEXAS

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23 day of January, 2014,
by Roger Gregory, EVP/CEO of Provident Investor GP, LLC, a Texas
limited liability company, General Partner of PM Realty Group, L.P., a Delaware limited
partnership, on behalf of the same.



Kim A. Wood
NOTARY PUBLIC in and for
the STATE OF TEXAS

Consent 2f
No. #

**FUNDING AGREEMENT PROVIDING FOR THE PAYMENT AND USE OF
HOTEL TAX FUND REVENUE BETWEEN THE CITY OF COLLEGE STATION AND
THE BRYAN/COLLEGE STATION CHAMBER OF COMMERCE FOR
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014**

THIS AGREEMENT made between the **CITY OF COLLEGE STATION**, a Home Rule Municipal Corporation incorporated under the State of Texas (hereinafter referred to as the "City"), and the **BRYAN/COLLEGE STATION CHAMBER OF COMMERCE D/B/A BRYAN/COLLEGE STATION CHAMBER OF COMMERCE**, a Texas Non-Profit Corporation (hereinafter referred to as the "Agency"):

WHEREAS, Texas Tax Code §§351.002 and 351.003(a) authorize City to levy by ordinance a municipal hotel occupancy tax ("hotel tax") not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, by ordinance, City has provided for the assessment and collection of a municipal hotel occupancy tax in the City of College Station of seven percent (7%); and

WHEREAS, Texas Tax Code §351.101 authorizes City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry, yet limits such revenue use for furnishing of facilities, personnel and materials for the registration of convention delegates or registrants; for advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity; for expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity; and

WHEREAS, Agency is well equipped to perform those activities; and

WHEREAS, Texas Tax Code §351.101(c) authorizes City to delegate by contract with Agency; as an independent entity, the management or supervision of programs and activities of the type described hereinabove funded with revenue from the municipal hotel occupancy tax;

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 The term "Agency" shall mean the Bryan/College Station Chamber of Commerce d/b/a Bryan/College Station Chamber of Commerce, a Texas Non-Profit Corporation to which the City has delegated the management or supervision of programs and activities funded with Hotel Tax Revenue.

1.2 The term "City" shall mean the City of College Station, in the County of Brazos, and the State of Texas.

1.3 The term "Contract Quarter" shall refer to any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 The term "Financial Activity Report" shall mean a report consisting of financial schedules including a summary of revenues and expenditures for the current Contract Quarter as well as for the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the forms attached herein as Exhibit A or in a form agreed upon by Agency and City.

1.5 The term "Narrative Summary of Activity Report" shall mean a quarterly summary report of Agency activities including a summary of how funds from City have been utilized to accomplish the Agency's work to be submitted to the City on the form attached herein as Exhibit B or in a form agreed upon by Agency and City.

1.6 The term "Performance Measure Report" shall mean the quarterly report to determine the levels of service that are being provided by Agency to be submitted to the City on the form attached herein as Exhibit C or in a form agreed upon by Agency and City.

1.7 The term "Event" shall include any and all banquets, ceremonial dinners, promotional programs, or other public or private event hosted by Agency.

1.8 The term "Expenditure Report" shall mean a quarterly report listing the expenditures made by the Agency with Hotel Tax Revenue pursuant to Texas Tax Code §§351.101 and 351.108.

1.9 The term "Reimbursement Request Form" shall mean the form documenting and certifying expenses incurred within each quarterly reporting period by Agency to be submitted to the City on the form attached herein as Exhibit F.

1.10 The term "Hotel Tax Revenue" shall mean the gross monies collected and received by the City as municipal hotel occupancy tax at the rate of seven percent (7%) of the price paid for a room in a hotel, pursuant to Texas Tax Code 351.003 (a) and City Ordinance. Hotel tax revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.

ARTICLE II. HOTEL TAX REVENUE PAYMENT

2.1 Consideration and Payment. During the City's Fiscal Year Budget 2013-2014, City shall reimburse Agency a portion of the Hotel Tax Revenue collected by City in an amount not to exceed TWENTY-FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$25,000.00), for services and expenditures as referenced in Article III of this Agreement. Operating expenses eligible under Hotel Tax regulations will be considered for reimbursement provided the following:

- (a) the City receives the Reimbursement Request Form, and;
- (b) funds are available. Payment will be made annually as a reimbursement for services and expenditures already incurred by Agency. Agency shall submit its application for

reimbursement to the City, along with supporting documentation and the City shall reimburse Agency for its services no later than thirty (30) calendar days from the date of the City's receipt and the City's approval of the application for reimbursement.

2.2 No funds will be reimbursed until City receives the Reimbursement Request Form along with all required receipts, bills, payroll records, canceled checks and other proofs of expenditures, as determined by City, in its sole discretion. The final request for reimbursement must be received by City on or before September 30, 2014. After that date, unexpended funds may be reallocated. Unexpended funds will remain in the possession of the City.

2.3 Other limitations regarding consideration.

(a) It is expressly understood that this contract in no way obligates the General Fund or any other monies or credits of City.

(b) City may withhold further allocations if City determines that Agency's expenditures deviate materially from their approved budget subject to § 4.1 hereof or if the reports required herein are not submitted in a complete and timely manner.

**ARTICLE III
USE OF HOTEL TAX REVENUE**

3.1 Use of Funds. For and in consideration of the payment by City to Agency of the agreed payments of Hotel Tax Revenue specified above, Agency agrees to use such Hotel Tax Revenue for furnishing of facilities, personnel and materials for the registration of convention delegates or registrants; for advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity; for expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity

The City Council and City Manager and/or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City to promote tourism and the convention and hotel industry.

3.2 Administrative Costs. The Hotel Tax Revenue received from City by Agency may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in fulfilling a purpose described in § 3.1 above.

3.3 Specific Restrictions on Use of Funds.

(a) That portion of total administrative costs of Agency for which Hotel Tax Revenue may be used shall not exceed that portion of Agency's administrative costs actually incurred in conducting the activities specified in §3.1 above.

(b) Hotel Tax Revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

(c) Agency will provide events throughout the fiscal year, including the Economic Outlook Conference and Annual Banquet, at local hotel and conference facilities. Costs associated with these events related to the hotel and conference facilities and the promotion of these facilities will be eligible for reimbursement. Eligible expenses shall include rental of hotel and conference facilities as well as catering costs associated with these events. Agency will also provide services to visitors and potential visitors to the community providing information about local events and promotions for visitors to the community. This includes providing directions and promotional materials for local hotels and tourist destinations. Costs associated with these promotions will be eligible for reimbursement from Hotel Tax funds.

(d) In addition to events listed in 3.3 (c) Agency will also provide the benefits listed in Exhibit G of this Funding Agreement.

ARTICLE IV RECORDKEEPING AND REPORTING REQUIREMENTS

4.1 Budget.

(a) Prior to execution of this Funding Agreement, Agency shall submit to the City Manager of City the Agency's current, fiscal year's budget to be approved by the City Council for such operations of Agency funded by Hotel Tax Revenues. This budget shall specifically identify proposed expenditures of Hotel Tax Revenue by Agency. In other words, City should be able to audit specifically the purpose of each individual expenditure of Hotel Tax Revenue from the separate account relating to Hotel Tax Revenue. City shall not pay to Agency any Hotel Tax Revenues as set forth in Article II of this Agreement during any program year of this Agreement unless a budget for such respective program year has been approved in writing by the College Station City Council. Approval of the budget by the City Council shall not preclude the Agency from reasonably reallocating funds within the budget among line items to meet changing conditions. Such reallocation shall not necessitate a new approval by the City Council. Failure to submit an annual budget may be considered a breach of contract, and if not remedied is considered grounds for termination of this Agreement as stated in § 6.2 of this agreement.

(b) Agency acknowledges that the approval of such budget by the College Station City Council creates a fiduciary duty in Agency with respect to the Hotel Tax Revenue paid by City to Agency under this Agreement. Agency shall expend Hotel Tax funds only in the manner and for the purposes specified in this Agreement, Texas Tax Code §351.101(a), and in the budget as approved by City.

4.2 Separate Accounts. Agency shall maintain Hotel Tax Revenue paid to Agency by City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

4.3 Financial Records. Agency shall maintain complete and accurate financial records of each expenditure of the Hotel Tax Revenue made by Agency. These funds shall be classified as restricted funds for audited financial purposes.

4.4 Upon written request of the College Station City Council, or other person, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Texas Government Code, Chapter 552, as hereafter amended.

4.5 Quarterly Reports. Agency shall submit the following Activity Reports to the City on a quarterly basis as provided in this Agreement. §4.5(a-d) shall also apply specifically to the expenditure of funds by Agency as noted in §2.1(b)

- (a) Financial Activity Report.
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report.
- (d) Expenditure Report.

Agency shall respond promptly to any request from the City Manager of City, or his designee, for additional information relating to the activities performed under this Agreement.

4.6 The Financial Activity Report, Performance Measure Report, Narrative Summary and Expenditure Report shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year.)

4.7 A copy of the Agency's annual financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.8 The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.

4.9 If requested, Agency shall make an annual report and presentation to the City Council.

4.10 Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this agreement. City's right to access Agency's files shall continue during this 3 year period and for as long as the records are retained by Agency.

ARTICLE V

AGENCY MEETINGS

5.1 Agency shall provide the City Manager with an agenda of all regular and non-regular Board meetings five (5) days prior to the meeting with information as to the date, time and place of meeting. If a non-regular meeting is scheduled, Agency shall immediately notify the City Manager of non-regular meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting.

5.2 Agency shall submit minutes of each Board of Directors meeting to the City Manager within ten (10) days after approval of the minutes.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The term of this Agreement shall commence on October 1, 2013 and terminate at midnight on October 31, 2014. However, the program period shall commence on October 1, 2013 and terminate at midnight on September 30, 2014. Only those expenditures authorized by Chapter 351 of the Texas Tax Code which are actually incurred or contractually obligated during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination Without Cause.

(a) This Agreement may be terminated by either party, with or without cause, by giving the other party sixty (60) days advance written notice.

(b) In the event this Agreement is terminated by either party pursuant to §6.2(a) of this agreement, City agrees to reimburse Agency for any contractual obligations undertaken by Agency in satisfactory performance of those activities specified in hereinabove and that were approved by the Council through the budget, as noted in §4.1. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §§3.1 and 3.2 above.

(c) Further, upon termination pursuant to §6.2(a) of this agreement, the Agency will provide CITY:

(1) Within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60) day period between termination notification and contract termination. This budget will be presented to Council for approval within ten (10) business days after receipt by City. If formal approval is not given within ten (10) business days and the budget does not contain any expenditures that would be prohibited by the Texas Tax Code, and is within the current contractual period approved budget; the budget will be considered approved;

(2) Within thirty (30) days, a full accounting of all expenditures not previously audited by City;

(3) Within five (5) business days of a request from City, a listing of expenditures that have occurred since the last required reporting period;

(4) A final accounting of all expenditures and tax funds on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §§ 3.1 and 3.2 above.

6.3 Automatic Termination. This Agreement shall automatically terminate upon the occurrence of any of the following events:

(a) The termination of the legal existence of Agency;

(b) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors;

(c) The continuation of a breach of any of the terms or conditions of this Agreement by either City or Agency for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party; or

(d) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of its breach of this obligation.

(e) The failure of Agency to submit a Quarterly Expenditure Report as required by Texas Tax Code §351.101(c) within thirty (30) days from the date City notifies Agency of its breach of this obligation.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this agreement, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Agency agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees.

7.2 Agency assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Agency's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.

ARTICLE VIII INSURANCE

8.1 Agency shall be covered by insurance as listed in Exhibit D - Insurance Coverage and Limit Requirements.

8.2 City must be named as an additional insured on all policies (except Worker's Compensation) and Certificates of Insurance shall be attached herein as Exhibit E.

ARTICLE IX GENERAL PROVISIONS

9.1 This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.2 The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.3 Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. Agency will take affirmative action to ensure that applicants who are employed are treated, during employment, without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following:

employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination requirement.

9.4 Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

9.5 Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will provide no religious instruction or counseling, conduct no religious worship or services, and engage in no religious proselytizing in the provision of services or furnishings assisted in any way under this Agreement.

9.6 No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

9.7 This Agreement has been made under and shall be governed by the laws of the State of Texas.

9.8 Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

9.9 Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

9.10 Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

9.11 The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

9.12 This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.

9.13 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9.14 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

9.15 It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

9.16 Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

9.17 Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

City: City of College Station
Attn: Debra Matthews
Fiscal Services, Budget and Financial Reporting Division
1101 Texas Avenue
College Station, Texas 77840

Agency: Bryan/College Station Chamber of Commerce
Attn: President & CEO
4001 East 29th Street, Suite 175
Bryan, Texas 77805

**BRYAN COLLEGE STATION
CHAMBER OF COMMERCE**

CITY OF COLLEGE STATION

By: _____

By: _____

Printed Name: _____

Mayor

Date _____

Title: _____

Date: _____

ATTEST:

City Secretary

Date _____

APPROVED:

City Manager

Date _____

City Attorney

Date _____

Executive Dir. Business Services

Date _____

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____
_____, 20__, by _____ in his/her capacity as _____
_____ of the Bryan/College Station Chamber of Commerce.

Notary Public in and for
The State of Texas

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____
_____, 20__, by _____ in his/her capacity as Mayor of the City of
College Station, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for
The State of Texas

Exhibit A

Statement of Financial Activities - Hotel Tax

For the Fiscal Year Beginning 10/1/2013 through _____

Outside Agency: _____

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total FY13
REVENUES, GAINS, AND OTHER SUPPORT				
Contributions				
	-	-	-	-
	-	-	-	-
Capital campaign	-	-	-	-
Equipment acquisition	-	-	-	-
Endowment	-	-	-	-
Other	-	-	-	-
Federal financial assistance	-	-	-	-
Program service fees	-	-	-	-
Investment return	-	-	-	-
Change in value of split-interest agreement	-	-	-	-
Other	-	-	-	-
Net assets released from restrictions	-	-	-	-
Expiration of time restrictions	-	-	-	-
Restrictions satisfied by charitable lead trust	-	-	-	-
Restrictions satisfied by payments	-	-	-	-
TOTAL REVENUES, GAINS, AND OTHER SUPPORT	-	-	-	-
EXPENSES	-	-	-	-
Program services	-	-	-	-
	-	-	-	-
	-	-	-	-
Supporting services	-	-	-	-
Management and general	-	-	-	-
Fund-raising	-	-	-	-
TOTAL EXPENSES	-	-	-	-
CHANGE IN NET ASSETS	-	-	-	-
NET ASSETS AT BEGINNING OF YEAR	-	-	-	-
NET ASSETS AT END OF YEAR	-	-	-	-

Exhibit A

Statement of Financial Activities - Hotel Tax

For the Quarter Beginning _____ and Ending _____

Outside Agency: _____

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
REVENUES, GAINS, AND OTHER SUPPORT				
Contributions				
	-	-	-	-
	-	-	-	-
Capital campaign	-	-	-	-
Equipment acquisition	-	-	-	-
Endowment	-	-	-	-
Other	-	-	-	-
Federal financial assistance	-	-	-	-
Program service fees	-	-	-	-
Investment return	-	-	-	-
Change in value of split-interest agreement	-	-	-	-
Other	-	-	-	-
Net assets released from restrictions	-	-	-	-
Expiration of time restrictions	-	-	-	-
Restrictions satisfied by charitable lead trust	-	-	-	-
Restrictions satisfied by payments	-	-	-	-
TOTAL REVENUES, GAINS, AND OTHER SUPPORT	-	-	-	-
EXPENSES	-	-	-	-
Program services	-	-	-	-
	-	-	-	-
	-	-	-	-
Supporting services	-	-	-	-
Management and general	-	-	-	-
Fund-raising	-	-	-	-
TOTAL EXPENSES	-	-	-	-
CHANGE IN NET ASSETS	-	-	-	-
NET ASSETS AT BEGINNING OF YEAR	-	-	-	-
NET ASSETS AT END OF YEAR	-	-	-	-

Exhibit A

Statement of Financial Position - Hotel Tax

As Of _____

Outside Agency: _____

	FY14 Current Period Hotel Tax	FY14 Current Period Non-Hotel Tax	FY14 Year to Date Hotel Tax	FY14 Year to Date Non-Hotel Tax
ASSETS				
Cash and cash equivalents				
Short-term investments				
Prepaid expenses				
Unconditional promises to give				
Cash restricted to purchase of equipment				
Long-term investments				
Contribution receivable—charitable lead trust				
Deposits on leased and other property				
Property and equipment				
TOTAL ASSETS				
LIABILITIES				
Accounts payable				
Compensation				
Refundable advances				
Long-term debt				
TOTAL LIABILITIES				
NET ASSETS				
Unrestricted				
Temporarily restricted				
Permanently restricted				
TOTAL NET ASSETS				
TOTAL LIABILITIES AND NET ASSETS				

Exhibit B
Narrative Summary of Activity Report

Please provide a narrative summary of the quarterly activities funded with the Hotel Tax Revenue received from the City of College Station. This document shall serve as a summary of how funds received in the current quarter have been utilized to accomplish Agency's work. Use additional sheets if more space is needed.

EXHIBIT C - PERFORMANCE MEASURE REPORT

BRYAN/COLLEGE STATION CHAMBER OF COMMERCE

Description & Budget Explanation:

The mission of the Bryan/College Station Chamber of Commerce is to unite the business and professional leaders in the community to expand the economy of the area. The budget for the Chamber would function as payment to the Chamber in recognition of expenses it incurs in its ongoing efforts to support tourism in the City of College Station.

	FY 12	FY 13	FY 14
	Actual	Actual	Approved
Budget Summary	\$0	\$25,000	\$25,000

Program Name: Tourism and Hospitality

Service Level: Targeted tourism advocacy and event promotion. Providing exceptional tourism-related customer service.

Performance Measures	FY 12	FY 13	FY 14
	Actual	Actual	Approved
Tourism-Related Points of Contact			
* Number of face-to-face inquiries	N/A		
* Number of other inquiries	N/A		
* Number of table and banquet events	N/A		
* Total number of event attendees	N/A		
Awareness/Marketing			
* Number of CSTX Events Promoted	N/A		
* Number of Media Sources Utilized	N/A		
* Number of Advertising Impressions	N/A		
* Number of Related Presentations	N/A		

Exhibit D

INSURANCE REQUIREMENTS

During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation

II. General Requirements Applicable to All Policies:

- A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. "Claims Made" policies are not accepted, except for professional liability.
- D. Insurance policies shall be endorsed to state insurer, carrier or agent will provide no less than 30 days written notice to the City of College Station before any policies are voided, suspended, canceled, non-renewed, or reduced in limits of liability.
- E. Policies are to be endorsed to show the City of College Station, its officials, employees and volunteers, as "Additional Insured" to the Commercial General and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Liability limit of \$1,000,000 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000 endorsed per Project.
- C. Coverage shall be at least as broad as ISO form GC 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include but not be limited to the following:
premises/operations with separate aggregate; independent contracts;
products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better rating in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- C. Coverage shall be at least as broad as ISO Number CA 00 01.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- E. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.
- F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000 when contract involves transport of hazardous materials or interstate transport.

- V. Policies shall be endorsed to name the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the City before work commences.

VI. Workers Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a Workers Compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- B. Workers compensation insurance shall include the following terms:
 - 1. Employer's Liability minimum limits of \$1,000,000.00 for each

accident/each disease/each employee are required.

2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

- C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. *The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*
- C. *The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- D. *If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of*

the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
 - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (4) obtain from each other person with whom it contracts, and provide to the Contractor:*
 - (a) A certificate of coverage, prior to the other person beginning work on the project; and*

- (b) *A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
 - (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
 - (7) *Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*
 - J. *By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*
 - K. *The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."*
- VII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:
 - A. The company is licensed and admitted to do business in the State of Texas.
 - B. The insurance policies provided by the insurance company are underwritten on forms provided by the Texas State Board of Insurance or ISO.
 - C. All endorsements and insurance coverages according to requirements and instructions contained herein.
 - D. The notice of cancellation, termination, or change in coverage provisions to the City of College Station.
 - E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Exhibit F
REIMBURSEMENT REQUEST FORM
CITY OF COLLEGE STATION
HOTEL TAX FUNDING REQUEST
2013-2014

AGENCY:			
CONTRACT EXPENSES:	BUDGETED	CURRENT REQUEST	YEAR TO DATE REQUESTED
	\$	\$	\$
(INVOICES OR ACCEPTABLE ALTERNATIVE DOCUMENTATION MUST BE SUBMITTED)			
TOTAL	\$	\$	\$
REIMBURSEMENT REQUEST		\$	
EXPENSES FOR THE PERIOD OF:			
AMOUNT REMAINING IN FUNDING AGREEMENT	\$		

I hereby request reimbursement for approved program expenses to date in the amount of \$ _____. I certify that the request for reimbursement submitted is accurate and in accordance with the approved funding agreement and Texas Tax Code § 351.101.

Signature of Authorized Agency Contact

Date

Agency's Certification and Reimbursement Request Form	
Agency Name	Contract #
Program Name	
Name of Agency Contact	Agency's Address

I. Agency's Certification and Reimbursement Request

I hereby certify:

- ☐ The information presented on this form is true and complete to the best of my knowledge;
- ☐ All programs and services have been executed in accordance with the terms and requirements of the contract;
- ☐ All expenses for which payment is being requested herein were incurred by the above-referenced program(s);
- ☐ All approved Board minutes and agendas have been received by the Budget and Financial Reporting Department;
- ☐ All signed and dated Financial Activity Reports, Narrative Reports, Performance Measures and Expenditure Reports have been received by the Budget and Financial Reporting Department;
- ☐ All supporting documentation to substantiate this request has been received by the Budget and Financial Reporting Department.
- ☐ The agency is in full compliance with the terms and conditions of the above referenced contract.

I hereby request reimbursement for approved program expenses to date in the amount of \$ _____.

Signature of Agency Contact

Date

II. Contract Manager's Certification

I have reviewed the documents submitted for the _____ quarter by the above-referenced agency and agree that all services and expenditures have been satisfactorily completed in accordance with all applicable requirements and terms of the above referenced contract number.

I hereby approve payment to the agency in the amount of \$ _____.

Signature of Contract Manager

Date

III. Budget Manager's Certification

I hereby approve payment to the agency in the amount of \$ _____.

Signature of Budget Manager

Date

Exhibit G

List of Additional Benefits

Agency shall provide the following to City:

1. Annual Banquet

- City shall be listed as title sponsor on all media, invitation and signage at event.
- Chamber shall provide table of 12, front and center at event.
- Mayor and spouse shall be seated at head table.
- Mayor shall introduce keynote speaker.

2. Economic Outlook Conference

- City shall be listed as hospitality sponsor on all media, invitation, notebook and signage at event.
- Chamber shall provide table of 8 front and center at event and luncheon.
- Mayor shall be seated at head table or speakers table at luncheon if such tables are provided.
- Mayor will be provided an opportunity to make remarks at the beginning of the event.

3. Membership /Membership Listing

- Chamber shall provide 1 Platinum Membership valued at \$2,000 at Silver Membership rate of \$700.
- Chamber shall provide the following listings in Annual Directory:
 - City of College Station (Kelly Templin, City Manager)
 - City of College Station City Council (Nancy Berry, Mayor)
 - City of College Station Parks and Recreation (David Schmitz, Parks and Recreation Director) Listed under Event Facilities and Recreation
 - College Station Utilities (Timothy Crabb, Electric Utility Director; David Coleman Water Services Director) Listed under Utilities

4. Leadership Brazos

- Chamber shall provide a maximum of two (2) \$500 scholarships to City employee(s) selected through the normal selection process.

5. Legislative Affairs

- Chamber shall include 4 attendees on legislative trip to Austin (not including accommodations), list City as a sponsor, and include signage acknowledging sponsorship at reception.
- Chamber shall include 2 attendees on trip to Washington DC
 - Airfare and accommodations will not be paid by the Chamber
 - Chamber will pay for meals provided to the group, and transportation to and from the airport and any other activity requiring transport.

6. Advertising

- Chamber shall provide a full page ad in the Annual Directory at either the inside front cover or inside back cover.

**BRYAN/COLLEGE STATION CHAMBER OF COMMERCE BUDGET RELATED TO
HOTEL OCCUPANCY TAX FUNDING**

**City of College Station Funding for FY14
October 2013 – September 2014**

ITEM	COST
Annual Economic Outlook Conference; Annual Chamber of Commerce Banquet – <i>Both events to be held, separately, at local hotel and conference facilities; Funds will offset a portion of the costs of these events.</i>	\$ 25,000.00
Total FY14 Budget	\$ 25,000.00